

Sections to be completed by Vendor.

1. NON-COLLUSIVE - 1 Page
2. DEBARMENT - 1 Page
3. HACCP - 1 Page
4. Vendor Certification for 0 grams Trans Fat
5. Integrity Rider (Milk) - 1 Page
6. Bid/Brand Price/ Unit Price – Hard Copy and Disk must be completed.
7. RETURN ORIGINAL BID and **completed disk** which contains prices. PLUS 3 COPIES OF BID. There will be a charge of \$1.00 per page for bids that need to be copied.

Original Signatures must be given when submitting the bids
NO COPIES will be accepted.

****If there is a discrepancy between the bid disk and
the original bid, the hard copy will take precedence
over the disk.****

Appropriate disks enclosed should be downloaded onto your computer.

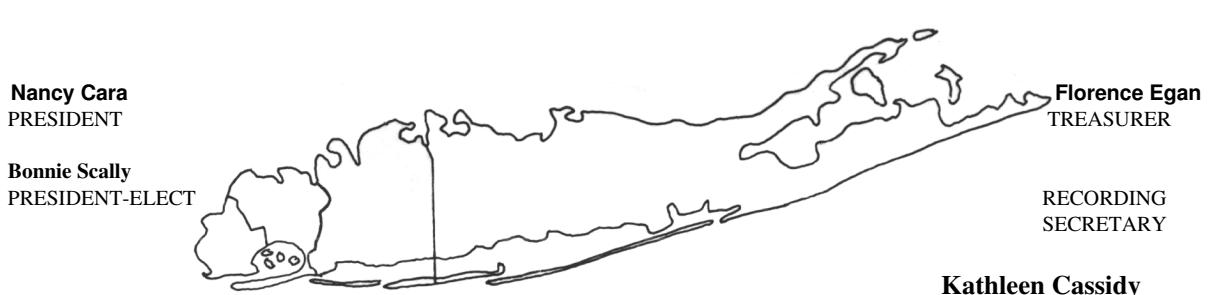
Any technical assistance must be done 24 hours before bid opens.

No assistance will be given to vendors at the school where bid is opening.

No technical assistance will be given to the vendors

the day of the bid opening.

Revised: 3/2008



LONG ISLAND SCHOOL FOOD SERVICE DIRECTOR'S ASSOCIATION INVITATION TO BID

Due Date: April 30, 2009

DUE NO LATER THAN 11 am

LATE BIDS WILL NOT BE ACCEPTED

The Long Island School Food Service Director's Association is accepting proposals for the
Bid Name: Ice Cream, WITHOUT Equipment
Bid Period: July 1, 2009-June 30, 2010

PROPOSERS PLEASE NOTE

Carefully read entire proposal document. Please submit your hard copy proposal and specifications. Complete all forms. Sealed envelope with Name of Bid, Vendor Name

Submit your bid with appropriate information and marked "SEALED BID". Samples are required, if requested.

RETURN PROPOSAL TO:

South Huntington School District

60 Weston Street

Huntington Station, New York 11746

ATTENTION: SCHOOL LUNCH OFFICE

Ice Cream WITH equipment 631-491-1715/1525

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be printed from the RFP viewer that is sent to you or written in ink. Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Bid Contract.

Company Name: _____

Company Address: _____

City, State, & Zip _____

Telephone # _____ Fax # _____ email _____

Print Name _____

Signature _____

Please provide **original** bid **PLUS THREE (3) COPIES** OF BIDS. Additional copies that need to be made will be \$1.00 per page. Also the date and time of the bid opening as indicated must appear on the envelope. Telephone quotations and amendments will not be accepted at any time.

Lois Chait, R.D.

Long Island School Food Service Directors Association, Cooperative Bid Committee

Vendor Must Provide Letter of Hazard Analysis Critical Control Point

To: Long Island School Food Service Directors Association

Food safety is the most important issue facing food service operation today. Our company has a HACCP program in place. Separate audits are conducted as well for HACCP plan documents and procedures.

The following are some of the standard operating procedures that are followed by our company:

Deliveries are made by a clean and sanitized truck at the proper temperatures

Chemicals and food are separated

Pest control at the warehouse is done.

Time and temperature monitoring

Detailed and accurate record keeping

Planned procedures in place to correct processes when deviation may occur

Equipment and installation and maintenance

Orientation for all employees

From: _____

VENDOR SUBMITTING BID

Authorized Signature: _____

Address: _____

Date: _____

VENDOR CERTIFICATION

Trans Fat Information Required By Vendor

Effective July 1, 2008, items containing trans fat will NOT be acceptable for the Long Island School Food Service cooperative, therefore notification is given to vendors that No foods can have oils, shortenings and margarine containing artificial trans fat that are used for frying or in spreads.

Vendors must verify that ALL products that are currently being bid for school year 2009-2010 DO NOT have trans fat or are less than .5 grams of artificial trans fat per serving.

Nutritional analysis MUST be provided to substantiate that foods do not contain trans fat. If information is not provided it may affect the bid award process.

I CERTIFY THAT ALL THE PRODUCTS I AM BIDDING DO NOT HAVE TRANS FAT OR ARE LESS THAN .5 GRAMS OF ARTIFICIAL TRANS FAT PER SERVING.

PRINT NAME

SIGNATURE

COMPANY

ADDRESS

PHONE

EMAIL

NON COLLUSIVE BIDDING CERTIFICATION

ALL BIDDERS MUST FILL OUT THE FOLLOWING NON-COLLUSIVE BIDDING CERTIFICATION AND ALSO THE CORPORATE RESOLUTION IF IT APPLIES

(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief

(1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly to any other bidder or to any competitor and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official therefore to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of the restricting competition. The fact that the bidder (A) has published price lists, rates or tariffs covering items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being bid, does not constitute without more, a disclosure within the meaning subparagraph one (A).

Signed_____ Print Name

Company_____ Date_____

Address _____ Phone _____

E-Mail _____

**CERTIFICATION STATEMENT
DEBARMENT AND SUSPENSION
United States Department of Agriculture**

To: THE LONG ISLAND SCHOOL FOOD SERVICE DIRECTORS
COOPERATIVE BID COMMITTEE

Date: April 30, 2009

Re: Debarment Statement

Please document your exact Corporate Name

Name of Bidder:

Address:

Contact Person:

Phone Number:

E-Mail

Neither this bidder nor any of its principles (e.g. key employees) have been proposed for debarment, debarred or suspended by the Federal Agency.

It is the responsibility of the bidder to sign this certification statement and submit it with this bid in order for it to be accepted.

Signature:

Title:

INSTRUCTIONS OF CD VIEWER TO DOWNLOAD

Those that have participated in prior bids and have used this software must RE-Install it because it is an updated version.

Among the many benefits:

- It is spreadsheet based and simple to use
- Only a PC is required to use the tool
- Bid dollar values are instantly calculated; line item & total
- Structured approach minimizes price & product confusion
- New Reset button enables you to correct data entry errors

Getting started is easy! Just insert the RFP Viewer CD into your computer. The program will autorun and install on your computer. If it doesn't, select **Start** and then **RUN**. Type "**D: SETUP.exe**". When the program has installed, click **Start**. Click **Programs**. Click **RFP Viewer**. Once the program opens, insert the diskette. Click **File**. Click **Open**. Scroll to A:, select the file and click **Open**. Click on **HELP** to view/print a brief instruction manual. Click **File, Print** to print a copy of your bid. Use landscape view.

You can enter data two ways. Either fill in the dialogue box or close it and scroll across the spreadsheet. Double clicking the product name opens the dialogue box again. Descriptions of the required information are listed along the right side of the dialogue box. A sample entry is displayed on the back of this page for your reference. Click on **HELP** to read or print a user manual.

Complete all the entries marked in red for each item. If you make an error in the pricing boxes, use the **RESET** button to delete the pricing information so you can re-enter. When you have finished, click **File**. Click **Save**. Use **File > Print** to print your proposal. Return the **completed** diskette along with the required documents (including print copy(s) of the proposal) to submit your bid. Repeat the process for each proposal you submit.

SAMPLE ENTRY:

FIELD NAME	EXPLANATION	EXAMPLE
RFP Item No.	pre-filled	1
* Bid/No Bid	If you are not going to bid on an item, uncheck the "BID" box	checked
Product	Name of Product being bid - pre-filled	Tomato Sauce
Product Description	Description of Product being bid - pre-filled	Fancy
* Supplier Part #	Your item number for ordering purposes	ABC123

Bid Quantity	Projected quantity to be purchased - pre-filled	100
Bid Unit	The unit for comparison purposes – pre-filled	#10 Can
* Bid Unit Price	Your price for the bid unit specified in line above. This does not imply that the item can be ordered at the bid unit level. This is for comparison purposes only.	\$1.00
* Bid Units per Pack	Number of bid units in a case.	6
* Pack Price	Your price for an orderable unit of the product (such as a case). Enter your case price and Bid Units/Pack – the system will calculate the per unit price.	\$6.00
* Pack	Use Dropdown box	CASE
* Pack Weight	Weight in pounds of the pack listed above. Estimate if necessary.	15
* Inner Pack Quantity	How is the product packed? Enter the number of inner packs	6
* Inner Pack Description	Use Dropdown Box	Can
Catch Weight	Check box if this is a catch weight item	unchecked
School SKU	School's product number – pre-filled	12303
* Brand	Brands that School will accept. Use Dropdown box to display brands. If you have another brand, choose "OTHER" and enter the information in the dialogue box	Embassy Nugget
Bid Total	Automatically Calculated by System	\$600.00

COOPERATIVE BID GENERAL CONDITIONS

All invitations to bid issued by the Long Island School Food Service Directors Association will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions and such conditions shall form an integral part of each purchase contract awarded by the group.

1. All bids must be submitted on and in accordance with forms provided by the committee.
2. The Long Island School Food Service Cooperative Bid may not accept any bids where terms and conditions or specifications have been changed in their terms and conditions.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All bids required by Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
6. In all specifications the words "or equal" are understood after each article giving manufacturer's name or catalog reference or on any patented article. The decision of the committee as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name and detailed specification of item he proposes to furnish. Otherwise bid will be construed as submitted on the identical item as specified.
7. All prices quoted must be "per unit" as specified e.g. do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

8. Bidders must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
9. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.
10. Under penalty of perjury the bidder certifies that:
 - a. The bid has been arrived at, by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids and
 - b. The contents of the bid have not been communicated by the bidder, nor to its best knowledge and belief by any of its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. All bids must be sealed. They must be submitted either in plain, opaque, and envelopes. All bids must be marked clearly with name of bid.
- Date and time must be indicated as indicated on the Notice to Bidders.
11. The Coop Bid Committee reserves the right to request a representative sample of the item quote either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specifications, the Coop Bid Committee may reject the bid; or if award has been made, cancel the contract at the expense of the successful bidder.
12. Samples requested by the Coop Bid Committee must be furnished free of charge.
13. Recommendation to award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability on the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which required and the terms of delivery.
14. The Long Island School Food Service Directors Association Cooperative School District do not pay delivery, lift gate or freight charges. All charges should be included in its pricing on the bid.
15. The Coop Bid Committee reserves the right to reject all bids. Also reserved is the right to reject, for cause,

any bid in whole or in part; to waive technical defects, qualifications, irregularities and omissions if in its judgment the best interests of all the school districts will be served.

16. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.
17. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the Coop Bid Committee, or fails to make replacement of rejected articles, when so requested immediately or as directed by the Coop Bid Committee, the individual School Districts may purchase from other sources to take the place of the item rejected or not delivered. The individual school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the individual school districts promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
18. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
19. Recommendation for cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
20. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company or corporation without the previous written consent of the Coop Bid Committee.
21. Contractor shall indemnify, defend and hold harmless the Coop Bid Committee, School Districts and their employees from and against all claims, liability, loss or expense of any nature (including legal fees) arising out of or in connection with performance of this agreement.
22. All deliveries will be equal to the accepted bid sample.
23. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the

building as directed by the School Lunch Director. The successful bidder will be required to furnish proof of delivery on every instance.

24. All deliveries must be accompanied by a delivery ticket. All school districts are to be delivered separately at the mailing addresses enclosed.
25. Bids are in effect as stated in Invitation to Bidders. No curb deliveries will be accepted.
Sanitation/Safety - The successful vendor(s) will warrant that all products be clean, wholesome upon delivery, and will be packaged, handled, and transported in an acceptable manner. If a food product is determined to be unacceptable, the cooperative has a right to refuse the truckload. If the food has already been delivered, the successful vendor will be required to pick up the unacceptable food and issue a credit or provide a replacement in 30 days.
26. **Each school must be invoiced separately** or as requested by the district. All invoices must reflect the awarded bid prices for payment to be made.
27. It is understood that for billing purposes closing date is through the last day of each month and all deliveries made during that month should be included.
28. Quantities of all items on this bid are based on estimated requirements and may be adjusted from time to time during the term of this bid.
29. The standard of quality of all items shall be as specified herein.
 - a. The prices quoted in this bid shall be fixed for the contract term **WITHOUT EXCEPTION**. Freight and delivery are included in bid price. **No surcharges allowed.**
 - b. Should the contractor fail to meet a **reasonable degree of cleanliness** or fail consistently to meet the delivery schedule as defined by the individual School Districts, the Coop Bid Committee reserves the right after due warning to **make purchases on the open market, the difference in price being assumed by the Contractor.**
 - c. **If a manufacturer changes or ceases to produce an item, the vendor must present a letter to chair of the individual bid.**
30. All items furnished must be a good quality, normal flavor and odor, good color and generally free from blemishes and extraneous material All refrigerated and frozen

items must be delivered in a refrigerated truck.

31. PRICES AS WELL AS QUALITY WILL BE CONSIDERED. Bidder is subject to rejection for the subsequent bid periods if he substitutes or delivers any item of lesser quality than specified.
32. Quantities also depend upon receipt of some Government Commodities.
33. If the district run program ceases to exist the individual district is not obligated to the bid.
34. Ingredient label and/or nutrient analysis, when requested, must be made available.
35. Three copies of the bid must be submitted along with the disk supplied. If there is a discrepancy between the bid disk and the original bid, the hard copy will take precedence over the disk.
36. **Upon notification of bid recommendations to the vendors, vendors are given 10 days to respond to their inability to provide the items awarded. In the event notification is not given and the item is not available, school districts may purchase items with another vendor; the price difference will be debited from the original vendors account. Without notification, the school districts will begin ordering on the first day of the bid.**
37. ITEM SPECIFICATIONS AND BRANDS
A bidder must provide a bid price on all items specified. It is the bidder's responsibility to establish that the products bid meet all specifications, e.g., USDA grade standards. Food products processed in other countries, with the exception of pineapple, olives and tuna may not be accepted. If the cooperative specified a brand and product code number to establish product characteristics, quality and performance for an item, a bidder may offer another brand; however, the burden of proof that the alternate brand is of equal quality, characteristics, and performance rests with the bidder. (Bidders should exercise caution when offering alternate brands. The cooperative which are service but are not each item for must provide the may have tested and eliminated quality brand items acceptable in on-site food preparation and suitable for use in prepackaged meals.) For which an alternate brand is offered, the bidder brand, code number, and the product label and specifications.

The cooperative may verify specifications and test to determine if the alternate brand bid is acceptable to the directors; however,

because of the cost involved, the cooperative may elect to use the results of previous tests to determine acceptance. The cooperative reserves the right to select the product brand by either method.

BRAND SPECIFIC: Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support.

41. The PRODUCT RECALL- If a product recall is instituted on an item that has been delivered, the successful proposer(s) will immediately notify the school districts.

The following are additional specific terms and conditions to this bid RFP 1969, 1990, 2003, 2001

- a. Name of Bid Ice Cream WITH Equipment
- b. Minimum Delivery Requirements: \$75.00
- c. Time of Delivery: The delivery is to be no earlier than 6:30 am and no later than 1:00 pm. Other times must be specifically arranged with the district and require pre-approval of the district.